

Exhibit  
140  
P. 1 of 4

High pollen  
Today

Search

8:53 AM  
5/29/2024

Windows Taskbar

Windows Start Menu

Case 1:23-cv-01822-LKG Document 42-4 Filed 06/11/24 Page 4 of 4

https://outlook.live.com/mail/0/d/AQMkADAwATY0MDABLTgzODMhNmRmYy0xMDAwMDAKAEYAAAN5pz7%2...  
Publication 1450 (R... 951080665361245... Search Commercial... Utomik Games Booking.com Amazon.com - Onli... Booking.com New tab Other favorites

Home View Help

New mail Delete Archive Report Move to Reply Read / Unread

Favorites

Inbox 108

Archive

Deleted Items 503

Add favorite

Folders

Inbox 108

Junk Email 18

Drafts

Sent Items

Deleted Items 503

Archive

Notes

RE: Battle v. Microsoft- Motion to Compel Arbitration / Motion for Summary Judgment

TD  
Tobey, Danny<Danny.Tobey@us.dlapiper.com>  
To: You  
Cc: Ingberman, Brett Carr, Ashley

MSA (March 2003).pdf  
Downloaded

MSA (2022).pdf  
Downloaded

MSA (2023).pdf  
Downloaded

3 attachments (11 MB) Save all to OneDrive Download all

Start reply with: Attach a file Received, thank you Thank you!

Dear Mr. Battle,

In response to your email, please find attached the 2003 document you requested, without waiver of the fact that the 2022 and 2023 MSAs reflect the terms in effect at the time of this dispute. We are attaching those for your reference as well.

Very truly yours,

Danny Tobey, MD JD  
Partner | Bio

ads.google.com  
Drive Online  
Sales -  
AdWords is  
Now Google  
Ads  
Be seen where your customers are searching, browsing, and watching with Google Ads. Get personalized advice from a Google Ads Expert on growvino

P. 2 of 4

73°F  
Partly sunny

Search

7:50 AM  
5/31/2024

Amazon.com - Onli...  
https://outlook.live.com/mail/0/rd/AQMKAADAwATV0MDABLtgcZODMtNmRmYyowwMaitMDAKAEYAAN5...  
Publication 1450 (R...  
951080663561245...  
Search Commercial...  
Utomik Games  
Booking.com  
Amazon.com - Onli...  
Booking.com  
New tab  
Other favorites

All folders  
From: Tobey, Danny

Home  
View  
Help

New mail  
Delete  
Archive  
Report  
Move to  
Reply  
Read / Unread

122  
Inbox

547  
Deleted Items

122  
Inbox

10  
Junk Email

Drafts

Sent Items

Deleted Items

Archive

Notes

DLA PIPER  
dlapiper.com

From: J. B. <JeffB@hotmial.com>  
Sent: Wednesday, January 3, 2024 11:02 AM  
To: Tobey, Danny <Danny.Tobey@us.dlapiper.com>; Carr, Ashley <Ashley.Carr@us.dlapiper.com>; Brett Ingberman <brett.ingerman@dlapiper.com>  
Subject: Re: Battle v. Microsoft- Motion to Compel Arbitration / Motion for Summary Judgment

EXTERNAL MESSAGE

Mr. Ingberman, Mr. Tobey, and Ms. Carr,  
Please, forward to me by email, a PDF copy of (Microsoft's 2003 - Master Service Agreement (MSA) - Arbitration), and please, let me know your decision and the status of the requested MSA.  
Respectfully,  
Jeff

Send Orders  
Automatically  
- Inventory &  
Pricing  
Automation

Automate your  
eCommerce business  
with Spark Shipping.  
Book a demo today.  
Fully automate your  
eCommerce  
operations. Easy-to-



Published: June 15, 2022

Effective: August 15, 2022

p. 3 of 4

## Introduction to the Microsoft Services Agreement

The Microsoft Services Agreement is an agreement between you and Microsoft (or one of its affiliates) that governs your use of Microsoft consumer online products and services.

We understand that you may have questions about the Microsoft Services Agreement. We have an [FAQ page](https://www.microsoft.com/en-us/servicesagreement/upcoming-faq.aspx) (<https://www.microsoft.com/en-us/servicesagreement/upcoming-faq.aspx>) that provides more information, including what Microsoft products and services it covers. Whenever we make changes, we provide a summary of the most notable changes to the current Microsoft Services Agreement. We will also continue to provide a summary of the changes to the previous version, and a link to the previous version, of the Microsoft Services Agreement on the [Summary of Changes](https://www.microsoft.com/en-us/servicesagreement/upcoming-updates.aspx) (<https://www.microsoft.com/en-us/servicesagreement/upcoming-updates.aspx>) page.

## Summary of Arbitration Provisions

The Microsoft Services Agreement contains binding arbitration and class action waiver terms that apply to U.S. residents. You and we agree to submit disputes to a neutral arbitrator and not to sue in court in front of a judge or jury, except in small claims court. Please see [Section 15](#) for details.

ESTIMATED READING TIME: 55 Minutes; 14268 words

# Microsoft Services Agreement

IF YOU LIVE IN (OR YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 15. IT AFFECTS HOW DISPUTES ARE RESOLVED.

These terms ("**Terms**") cover the use of those Microsoft consumer products, websites, and services listed at the end of these Terms [here](https://www.microsoft.com/servicesagreement#serviceslist) (<https://www.microsoft.com/servicesagreement#serviceslist>) (the "**Services**"). You accept these Terms by creating a Microsoft account, through your use of the Services, or by continuing to use the Services after being notified of a change to these Terms.

[Your Privacy](#)[Your Content](#)[Code of Conduct](#)[Using the Services & Support](#)[Using Third-Party Apps and Services](#)[Service Availability](#)

## Your Privacy

1. **Your Privacy.** Your privacy is important to us. Please read the [Microsoft Privacy Statement](https://go.microsoft.com/fwlink/?LinkId=521839) (<https://go.microsoft.com/fwlink/?LinkId=521839>) (the "**Privacy Statement**") as it describes the types of data we collect from you and your devices ("**Data**"), how we use your Data, and the legal bases we have to process your Data. The Privacy Statement also describes how Microsoft uses your content, which is your communications with others; postings submitted by you to Microsoft via the Services; and the files, photos, documents, audio, digital works, livestreams and videos that you upload, store, broadcast or share through the Services ("**Your Content**"). Where processing is based on consent and to the extent permitted by law, by agreeing to these Terms, you consent to Microsoft's collection, use and disclosure of Your Content and Data as described in the Privacy Statement. In some cases, we will provide separate notice and request your consent as referenced in the Privacy Statement.

[↑Top of page](#)



Published: **July 30, 2023** [What's new?](#)Effective: **September 30, 2023**

Existing Microsoft Services Agreement

p. 7 of 7

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Your Privacy

Your Content

Code of Conduct

Using the Services &  
SupportUsing Third-Party Apps  
and Services

Service Availability

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[↑Top of page](#)